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16  
17 **UNITED STATES DISTRICT COURT**  
18 **SOUTHERN DISTRICT OF CALIFORNIA**

19 Annette Greetis,

20 Plaintiff,

21 v.

22 National City Mortgage; National City  
23 Servicing; and all other claimants of  
24 whatsoever kind and character against real  
25 property commonly known as 28750 Canyon  
26 Road, Valley Center, CA 92082; APN 185-  
27 141-68-00; and DOES 1 through 100 inclusive,  
28

Defendants.

FILED

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CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DEP. CLERK

Case No.: \_\_\_\_\_

**COMPLAINT FOR**

1. VIOLATION OF RESPA 12 U.S.C. §2605 *et seq.*
2. VIOLATION OF TRUTH-IN-LENDING ACT 15 U.S.C. §1601 *et seq.*
3. VIOLATION OF BUSINESS & PROFESSIONS CODE 17200
4. NEGLIGENT MISREPRESENTATION
5. FRAUD
6. RESCISSION
7. QUASI CONTRACT
8. DETERMINATION OF VALIDITY OF LIEN

**DEMAND FOR JURY TRIAL**

ORIGINAL

**THE PARTIES**

1  
2           1.     Plaintiff Annette Greetis (hereinafter "Plaintiff" or "GREETIS") is and at all times  
3 mentioned herein was an individual, residing in the County of San Diego. Plaintiff is the owner of  
4 certain real property commonly known as 28750 Canyon Road, Valley Center, CA 92082; APN 185-  
5 141-68-00, County of San Diego (hereinafter "Subject Property").

6           2.     Defendant National City Mortgage (hereinafter "National City" or "Originating  
7 Lender") is an entity, form unknown, with a principal place of business to be determined in  
8 discovery. National City is, and at all times mentioned was, doing business in the State of California  
9 and in the County of San Diego.

10          3.     Defendant National City Servicing (hereinafter "NC Service" or "Servicer") is an  
11 entity, form unknown, with a principal place of business to be determined in discovery. NC Service  
12 is, and at all times mentioned was, doing business in the State of California and in the County of San  
13 Diego.

14          4.     This action pertains to an alleged note, loan and security interest originated by  
15 National City Mortgage known as loan # 0004780460 (the "LOAN").

16          5.     Plaintiff intends this action and this document to represent a formal complaint and also  
17 act as a "qualified written request." This Complaint contains Plaintiff's name, premises address,  
18 account numbers, and demands in connection with the subject LOAN as to each originating lender  
19 and each subsequent servicer:

- 20               a.   that each lender, servicer, creditor or owner justify any legal right to service, own,  
21               be named "creditor" and provide proof that Defendants, and each of them in fact  
22               has ownership or other authority regarding the LOAN;
- 23               b.   that each lender, servicer, creditor or owner provide Plaintiff an opportunity to  
24               inspect all the original Notes and Deeds relating to the LOAN;
- 25               c.   that each lender, servicer, creditor or owner state and prove that it did not violate  
26               Real Estate Settlement Procedures Act ("RESPA") regarding the LOAN, or admit  
27               that it violated RESPA;
- 28               d.   that each lender, servicer, creditor or owner identify each and every transfer or sale

1 to others of any rights in the LOAN, the Subject Property or the Note, along with a  
2 copy of each notice provided to Plaintiff of such transfer or sale;

- 3 e. that each lender, servicer, creditor or owner in possession of any Truth-in-Lending  
4 disclosure, settlement statement or HUD-1 provide a copy of the same to Plaintiff;  
5 f. that each lender, servicer, creditor or owner provide a copy of any notice of  
6 cancellation rights, notice of rescission rights, or correspondence or written  
7 document discussing cancellation rights or rescission rights to Plaintiff;  
8 g. that each lender, servicer, creditor or owner provide a complete list of all telephone  
9 logs, communications logs, and correspondence logs, as well as all recordings,  
10 documents and digital versions of the subject matter of these logs to Plaintiff;  
11 h. that each lender, servicer or creditor provide documentation and proof of  
12 ownership for all parties currently holding any ownership rights under the note  
13 relating to these LOAN, and provide an opportunity to inspect the original note  
14 and trust deed under which each lender, servicer or creditor claims any rights to  
15 receive payments.

16 6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
17 DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names. DOES  
18 1-100 at all times relevant herein were employees and/or agents of Defendants and each of them.  
19 Plaintiff will designate each DOE Defendant and serve them with this Complaint when their true  
20 names and capacities have been ascertained. Plaintiff alleges that each of said Defendants designated  
21 as a DOE is legally responsible in some manner for the events and happenings herein referred to and  
22 caused or is responsible in some manner for the damages proximately caused hereby.

23 7. Plaintiff is informed and believes that at all times mentioned herein all of Defendants  
24 acted in concert with the other Defendants named in this Complaint in the wrongful and improper  
25 activities alleged and, therefore, are responsible for the damages as alleged by Plaintiff. Plaintiff is  
26 further informed and believes that at all times mentioned herein each individual, employee and  
27 person named in this Complaint was the agent and/or employee of each of the remaining Defendants  
28 and/or Defendant Employers, and acted in concert for the purpose of injuring Plaintiff as alleged

1 herein.

2 8. Plaintiff is further informed and believes that at all times mentioned herein each  
3 Defendant and individual named in this Complaint was acting within the course and scope of that  
4 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of Defendants  
5 herein gave consent to, ratified, and authorized the acts alleged herein to each of the remaining  
6 Defendants. Plaintiff is informed and believes that at all times mentioned herein, that all Defendants  
7 are liable for the actions of each of the individuals mentioned herein.

8 9. Plaintiff is informed and believes and thereon alleges that at all times mentioned  
9 herein, Defendants have pursued a common course of conduct, acted in concert with, and conspired  
10 with, each other, and have aided and abetted one another to accomplish the wrongs complained  
11 herein.

12 **JURY TRIAL DEMANDED**

13 Plaintiff complains against Defendants herein and demands a trial by jury on all issues.

14 **JURISDICTION AND VENUE**

15 10. This Court has jurisdiction pursuant to 28 U.S.C. 1331 under the following statutes:  
16 the Truth-in-Lending Act, 15 U.S.C. 1601 *et seq.* ("TILA") and RESPA 12 U.S.C. §2605 and 12  
17 U.S.C. §2601 *et seq.*

18 11. In addition, this Court has supplemental jurisdiction over all state claims alleged  
19 herein pursuant to 28 U.S.C. §1367.

20 12. Venue in this district is proper pursuant to 28 U.S.C §1391(b) because Plaintiff resides  
21 in this district, Defendants do business in this district, the Subject Property is in this district, and all  
22 events in question took place in this district.

23 **FACTS COMMON TO ALL CAUSES OF ACTION**

24 13. At the request of National City and others, Plaintiff obtained loan #0004780460 from  
25 National City on or about August 8, 2006.

26 **LOAN ORIGINATION**

27 14. Plaintiff is informed and believes that the wrongful acts of Defendants include  
28 violations of federal and state law before the initiation of the LOAN as well as during the servicing

1 period of the LOAN:

- 2 a. Prior to the funding of the LOAN, National City represented to Plaintiff that very
- 3 favorable loans, loan terms and interest rates were available to her;
- 4 b. As a result, National City Mortgage and other Defendants convinced Plaintiff to
- 5 refinance the Subject Property and to take out financing for that purpose with
- 6 National City, the LOAN;
- 7 c. Plaintiff is further informed and believes that National City and other Defendants
- 8 knew or intended that Plaintiff receive a worse loan, and that the worse loan
- 9 produced a higher commission for them because it was at a higher interest rate and
- 10 subject to higher fees;
- 11 d. Defendants represented that financing charges were low and refinancing would be
- 12 available at any time without severe penalties, and that the loan, note, and payment
- 13 obligations were affordable to Plaintiff.
- 14 e. Plaintiff is further informed and believes that National City and Defendants knew
- 15 or should have known that in the event of Plaintiff's inability to perform on the
- 16 LOAN, prepayment penalties, commissions and other foreseeable charges to
- 17 Plaintiff would constitute an additional payment stream to the benefit of
- 18 Defendants.

19 15. Although National City and other persons made certain representations regarding the  
20 LOAN, in actuality, the LOAN was not as represented because among other things:

- 21 a. It was at a higher interest rate than what was represented;
- 22 b. The payments were higher than the payment as represented to and agreed upon by
- 23 Plaintiff;
- 24 c. There was less equity in the Subject Property than represented;
- 25 d. There was less money available to Plaintiff than represented;
- 26 e. The LOAN subsequently became unaffordable for Plaintiff; and
- 27 f. Plaintiff was accordingly put into a mortgage all without Plaintiff's informed
- 28 consent.

1           16. Plaintiff is informed and believes that Defendants failed to provide Plaintiff with the  
2 proper disclosures required under federal and state law:

- 3           a. Defendants did not provide to Plaintiff a proper notice of right to cancel at the time  
4 of the transaction;
- 5           b. Defendants did not provide to Plaintiff accurate disclosures of the costs of  
6 financing, the Annual Percentage Rate ("APR"), the payment obligations, or the  
7 type of loan at the time of the transaction;
- 8           c. A "SAMPLE" Settlement Statement is documented, but it does not show essential  
9 numbers and has "SAMPLE" printed on all the signature lines. As such, it cannot  
10 qualify as a HUD-1 disclosure;
- 11           d. Defendants did not provide to Plaintiff a proper notice of right to cancel  
12 subsequent to the time of the transaction;
- 13           e. Defendants did not provide to Plaintiff accurate disclosures of the costs of  
14 financing, the APR, the payment obligations, or the type of loan subsequent to the  
15 time of the transaction; and
- 16           f. Defendants charged excessive amounts to Plaintiff in conjunction with the loan  
17 origination including but not limited to:
- 18               i. Numerous disclosed fees and charges purporting to be reasonable and to  
19 reflect the actual costs and values of the same, but actually constituting  
20 profit lines to the Defendants;
- 21               ii. Excessive fees and prepayment penalties were not included in the  
22 calculation of the APR or in the disclosures to Plaintiff, and were disclosed  
23 in misleading fashion; and
- 24               iii. Other unknown and undisclosed fees, commissions, premiums and  
25 compensation.

26           17. Plaintiff is informed and believes Defendants took unfair advantage of Plaintiff  
27 because they knew Plaintiff trusted them and was susceptible to their undue influence:

- 28           a. Plaintiff is an elderly lady.

18. Plaintiff is informed and believes that Defendants National City, NC Service and other Defendants received Qualified Written Requests regarding the LOAN from Plaintiff and failed to adequately respond to Plaintiff's requests for information, which would have enabled Plaintiff an opportunity to work out the LOAN:

- a. Plaintiff has requested information from Servicer including sending a qualified written request, but Servicer has not responded, preventing Plaintiff from addressing and resolving this dispute.

### LOAN SERVICING

19. Plaintiff is informed and believes that Defendants National City, NC Service and other Defendants failed to fulfill their lawful obligations regarding servicing of the LOAN:

- a. Servicer failed to provide notice of transfer of lending operations to a new entity and also imposed late fees within 60 days of transfer.

20. Plaintiff is informed and believes that Defendants further took advantage of Plaintiff while Plaintiff made extensive efforts in good faith to resolve the disputed issues while Defendants sought to obtain information for debt collection purposes and to further exert influence over Plaintiff:

21. Furthermore, Plaintiff is informed and believes that National City, and other Defendants and/or their agents breached their duties of care to Plaintiff by, among other things, the following:

- a. Defendants failed to provide a settlement statement and other essential documents to Plaintiff;
  - b. Defendants failed to complete a loan application;
  - c. Defendants did not provide a HUD-1 at the time of closing;
  - d. Defendants' agents originated the LOAN without reasonable review and analysis of Plaintiff's income;
  - e. Defendants' agents purported to establish a loan modification without reasonable review and analysis of Plaintiff's income;
  - f. The programs offered by National City was a stated income stated asset loan.
- Plaintiff is informed and believes that National City did not verify employment or

ask for business license or DBA ("doing business as"). The Account Executive for National City informed Plaintiff that she could refinance because the market was going up, and that she did not have to prove anything on the loan application; and g. A blank Form 1003 fails to list employment, assets or employer.

22. At the time the LOAN was executed, predatory lending behavior evidenced by Defendants includes, but is not limited to, the following:

- a. Falsifying loan applications (particularly regarding income level);
- b. Forging signatures on loan documents (such as required disclosures);
- c. Paying off lower-income mortgages;
- d. Engaging in abusive collection practices; and
- e. National City's upper management told their account executive to instruct Broker to have one of his loan officers sign back of the Form 1003 and that National City would execute the LOAN. The LOAN was a stated income and stated asset loan offered by National City Mortgage according their lending guidelines.

23. Furthermore, Plaintiff is informed and believes that National City, and other Defendants and/or their agents willfully deceived Plaintiff by, among other things, the following:

- a. Defendants provided a Good Faith Estimate ("GFE") with a date of July 3, 2006, and a "revised date" of August 8, 2006, which rendered the disclosure and date indecipherable to Plaintiff;
- b. Defendants provided false and misleading documents and documents in a language that Defendants reasonably knew would be incomprehensible to Plaintiff;
- c. Defendants represented that the interest rate would be less than be 6% when in fact it was greater than 7%;
- d. Defendants provided loan payment examples as purported disclosures of payment obligations that were incomprehensible; and
- e. Loan payment examples involved complicated extrapolation to calculate for the actual loan using a confusing table disclosure.

24. Plaintiff notified National City and NC Service of the defects in the LOAN and of



1 Plaintiff's right and desire to rescind the LOAN.

2 25. Plaintiff is informed and believes that the loan securitization process has created a  
3 situation where no single entity has complete ownership of the LOAN, or even sufficient authority to  
4 negotiate a workout or modification to the LOAN. As a result the Originating Lender, unknown  
5 investors and one or more servicers all entered into servicing agreements with an entity that cannot  
6 speak for the LOAN. NC Service represented that it had the right and authority to foreclose on the  
7 Subject Property. Plaintiff is informed and believes that this representation was false because all of  
8 NC Service's rights regarding the LOAN are derivative of rights held by unknown investors whose  
9 rights are themselves dependent on the rights of the Originating Lender who perpetrated the initiation  
10 of the LOAN. Plaintiff is informed and believes that NC Service falsely, wrongfully, and either  
11 negligently or intentionally represented to Plaintiff and to others that it had authority to service,  
12 collect, negotiate, work-out, and foreclose the LOAN notwithstanding the deficiencies with the  
13 LOAN.

14 26. Plaintiff is informed and believes that the LOAN and related contracts contain  
15 conflicting terms that are not reasonably comprehensible by a consumer, possibly including but not  
16 limited to the Note, Addenda, Trust Deed, Rider(s), TILA, Estimated Settlement Statement(s), Final  
17 Settlement Statement(s), Escrow Instruction(s), all containing complicated and in many cases  
18 contradictory terms.

19 27. Plaintiff relied on the representations of National City and other Defendants as alleged  
20 herein because Plaintiff reasonably believed that Defendants are licensed banks, real estate agencies,  
21 and/or mortgage companies, and are fiduciaries of Plaintiff, owing Plaintiff duties of utmost care,  
22 loyalty, professionalism and to conduct all real estate transactions herein without violating any of the  
23 fiduciary duties owed to Plaintiff.

24 28. National City and other Defendants breached their fiduciary obligations owed to  
25 Plaintiff, were negligent, made negligent misrepresentations, intentional misrepresentations, breached  
26 their contract with Plaintiff, were professionally negligent and caused Plaintiff damages.

27 29. Plaintiff is informed and believes that NC Service and other Defendants purchased or  
28 otherwise acquired unknown rights and/or responsibilities relating to Plaintiff's LOAN from National

1 City at some date unknown to Plaintiff. All such rights and responsibilities depend on the rights of  
2 National City and are meaningless and unenforceable if the rights of National City are unenforceable.

3 30. Plaintiff is informed and believes that NC Service and/or any entity that owns any  
4 rights as to the LOAN, steps into the shoes of the Originating Lender, National City, with respect to  
5 the deficiencies in the loan documents as well as the failure to provide Plaintiff with suitable  
6 disclosures and contract terms. NC Service, and/or any entity that owns any rights as to the LOAN,  
7 cannot take any action on the LOAN that the Originating Lender would have been prevented from  
8 taking due to the deficiencies in the LOAN. Plaintiff is informed and believes that NC Service,  
9 and/or any entity that owns any rights as to the LOAN, is contractually liable for the deficiencies at  
10 the originating stage of the LOAN. NC Service is a necessary party to this action to resolve the  
11 respective interests of the parties over the Subject Property.

12 31. As a proximate result of Defendants' conduct as herein alleged, Plaintiff sustained  
13 damages, including monetary loss, medical expenses, emotional distress, loss of employment, loss of  
14 credit, loss of opportunities, attorney fees and costs, and other damages to be determined at trial. As  
15 a proximate result of Defendants' breach of duty and all other actions as alleged herein, Plaintiff has  
16 suffered severe emotional distress, mental anguish, harm, humiliation, embarrassment, and mental  
17 and physical pain and anguish, all to Plaintiff's damage in an amount to be established at trial.

18 32. Plaintiff's damages included but are not limited to:

19 a. Excessive fees, charges, penalties and interest.

20 33. Each Defendant herein is responsible for the acts of other Defendants and their  
21 predecessors based on the doctrine of *respondeat superior*. Further, each Defendant herein is  
22 responsible for the acts of other Defendants because each Defendant negligently supervised the other  
23 Defendants and is therefore directly responsible for the acts of the other Defendants.

24 34. All Defendants are agents, employees and other fiduciaries of each other as set forth  
25 within. Each of the wrongful acts by Defendants against Plaintiff set forth within were done in the  
26 scope of employment. Defendants were acting as agents and employees and in the transaction of the  
27 business of the employment or agency when performing their wrongful actions. Defendants are  
28 therefore directly, jointly and severally liable to Plaintiff for the actions of National City, NC Service,

1 the employees of said parties, and all other Defendants as set forth within.

2 35. The aforementioned conduct of Defendants was an intentional misrepresentation,  
3 deceit, or concealment of a material fact known to Defendants with the intention on the part of  
4 Defendants of thereby depriving Plaintiff of property or legal rights or otherwise causing injury, and  
5 was despicable conduct that subjected Plaintiff to a cruel and unjust hardship in conscious disregard  
6 of Plaintiff's rights, so as to justify an award of exemplary and punitive damages, as well as attorney  
7 fees and costs.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF RESPA 12 U.S.C. § 2605**

10 36. Plaintiff incorporates by this reference each and every allegation contained in all  
11 foregoing paragraphs, as though set forth in full herein.

12 37. Defendants National City, NC Service and other Defendants failed to adequately  
13 respond to Plaintiff's requests for information regarding the LOAN and for an opportunity to work  
14 out the LOAN.

15 38. Defendants National City, NC Service, and other Defendants failed to adequately  
16 respond to Plaintiff's Qualified Written Requests in violation of RESPA.

17 39. Plaintiff is informed and believes that Defendants National City, and other Defendants  
18 violated RESPA at the origination of the LOAN in various ways including but not limited to the  
19 following:

- 20 a. A "SAMPLE" Settlement Statement is documented, but it does not show essential  
21 numbers and has "SAMPLE" printed on all the signature lines. As such, it cannot  
22 qualify as a HUD-1 disclosure.

23 40. As a proximate result of the negligent conduct of Defendants and their failures as  
24 herein alleged, Plaintiff sustained damages, including monetary loss, medical expenses, emotional  
25 distress, loss of employment, loss of credit, loss of opportunities, and other damages to be determined  
26 at trial. As a proximate result of Defendants' breach of duty and all other actions as alleged herein,  
27 Plaintiff has suffered severe emotional distress, mental anguish, harm, humiliation, embarrassment,  
28 and mental and physical pain and anguish, all to Plaintiff's damage in an amount to be established at

1 trial. Plaintiff seeks to recover all possible damages Plaintiff is entitled to recover pursuant to  
2 RESPA, including statutory and punitive damages if possible.

3 **SECOND CAUSE OF ACTION**

4 **VIOLATION OF TRUTH-IN-LENDING ACT 15 U.S.C. § 1601 *et seq.***

5 41. Plaintiff incorporates by this reference each and every allegation contained in all  
6 foregoing paragraphs, as though set forth in full herein.

7 42. All Defendants have fraudulently concealed facts upon which the existence of  
8 Plaintiff's claim for Negligent Misrepresentation is based, and as such, the statute of limitations is  
9 equitably tolled as to this Cause of Action.

10 43. This consumer credit transaction was subject to Plaintiff's right of rescission as  
11 described by 15 U.S.C. § 1635(a) and Regulation Z § 226.23 (12 C.F.R. § 226.23).

12 44. More particularly, the same Defendants violated 15 U.S.C. § 1635(a) and Regulation  
13 Z § 226.23(b) with regards to the purported Notice of Right to Cancel. As a consequence of this  
14 action, the Notice of Right to Cancel documentation furnished to Plaintiff to failed to:

- 15 a. Correctly identify the transaction;
- 16 b. Clearly and conspicuously disclose Plaintiff's right to rescind the transaction three
- 17 days after delivery of all required disclosures;
- 18 c. Clearly and conspicuously disclose how to exercise the right to rescind the
- 19 transaction, with a form for that purpose;
- 20 d. Clearly and conspicuously disclose the effects of rescission; and
- 21 e. Clearly and conspicuously disclose the date the rescission period expired.

22 45. Furthermore, Plaintiff is informed and believes that National City and NC Service  
23 violated TILA at the time of origination because, among other things:

- 24 a. The interest rate on the note and the Truth-in-Lending disclosure were deceptively
- 25 presented and not consistent.
- 26 b. The APR was not correctly calculated.
- 27 c. The required payments to the lender were not fully disclosed.

28 46. Plaintiff is informed and believes that Defendants' violation of the provisions of law

1 rendered the credit transaction null and void, invalidates Defendants' claimed interest in the Subject  
2 Property, and entitles Plaintiff to damages as proven at trial.

3 **THIRD CAUSE OF ACTION**

4 **UNFAIR COMPETITION UNDER BUSINESS & PROFESSIONS CODE § 17200**

5 47. Plaintiff incorporates by this reference each and every allegation set forth in all  
6 foregoing paragraphs, as though set forth in full herein.

7 48. Defendants have engaged in business practices that are unlawful, unfair and  
8 fraudulent.

9 49. Defendants' business practices are unlawful as the activities alleged herein, i.e. those  
10 described in the foregoing causes of action, are forbidden by law.

11 50. Defendants' business practices are unfair because they offend public policy, are  
12 immoral, unethical, oppressive, and substantially injurious to consumers. Defendants, with little to  
13 no regard to Plaintiff's financial condition, executed and serviced the LOAN. Simultaneously,  
14 Plaintiff was unaware that LOAN was unaffordable to Plaintiff given the oral representations to the  
15 contrary made by Defendants, as well as the volume, complexity and incomprehensible nature of  
16 LOAN documents provided by Defendants to Plaintiff.

17 51. Further, Defendants' business practices can be classified as unfair on the additional  
18 grounds that the damage accruing to Plaintiff as a result of the defective LOAN significantly  
19 outweighs the reasons, justifications and motives of Defendants in executing and servicing the  
20 LOAN. Due to the LOAN, Plaintiff is burdened with a higher interest rate, a mortgage that did not  
21 pay off the debts (as Defendants promised it would) and the period of Plaintiff's mortgage is longer  
22 than it should be; in return, Defendants and each of them have unfairly and unlawfully received  
23 commissions, fees and payments from Plaintiff.

24 52. Finally, Defendants business practices were fraudulent because their activities were  
25 deceptive to the public. Among other things, Defendants represented to Plaintiff that very favorable  
26 loans, loan terms and interest rates were available, when in fact, they were not.

27 **FOURTH CAUSE OF ACTION**

28 **NEGLIGENT MISREPRESENTATION**

**(Against Defendant National City)**

54. National City made material misrepresentations to Plaintiff which include, but are not limited to, those listed above.

**(Against Defendant NC Service)**

55. NC Service aided, abetted and was in a contractual relationship with National City and other investors as to downstream transactions regarding transfer and servicing of the LOAN.

**(Against Defendants NC Service and DOES)**

56. After the LOAN, was were deficient at the origination stage, was transferred to NC Service, NC Service initiated foreclosure proceedings against Plaintiff. NC Service made a misrepresentation of material fact by representing to Plaintiff that it had the authority and right to foreclose on the LOAN, when in fact, it did not.

57. Plaintiff received a Notice of Trustee's Sale from Cal-Western Reconveyance Corporation ("CWRC"). NC Service authorized CWRC to proceed with a Trustee's Sale on the Subject Property, which was to take place on or about February 17, 2009. By authorizing the Notice of Trustee's Sale, NC Service falsely and negligently represented to Plaintiff that it had the authority to foreclose on the LOAN.

58. Plaintiff is informed and believes that the representations of NC Service were false since NC Service knew or should have known that it did not have the authority or right to foreclose on the LOAN that was deficient at the origination stage.

59. If any of Defendants' misrepresentations made herein were not intentional, said misrepresentations were negligent. When Defendants made the representations alleged herein, they had no reasonable ground for believing them to be true.

60. Defendants made these representations with the intention of inducing Plaintiff to act in

1 reliance on these representations in the manner hereafter alleged, or with the expectation that Plaintiff  
2 would so act.

3 61. Plaintiff, unaware of the complexities and/or defects involved in the subsequent  
4 transactions between Defendants that occurred after Plaintiff entered into the LOAN, justifiably  
5 relied on NC Service's representations that it had the authority to foreclose on the LOAN.

6 62. As a proximate result of the negligent misrepresentations of Defendants as herein  
7 alleged, Plaintiff sustained damages, including monetary loss, medical expenses, emotional distress,  
8 loss of employment, loss of credit, loss of opportunities, attorney fees and costs, and other damages  
9 to be determined at trial. As a proximate result of Defendants' breach of duty and all other actions as  
10 alleged herein, Plaintiff has suffered severe emotional distress, mental anguish, harm, humiliation,  
11 embarrassment, and mental and physical pain and anguish, all to Plaintiff's damage in an amount to  
12 be established at trial.

### 13 **FIFTH CAUSE OF ACTION**

#### 14 **FRAUD**

15 63. Plaintiff incorporates by this reference each and every allegation contained in all  
16 foregoing paragraphs, as though set forth in full herein.

17 64. Plaintiff is informed and believes that National City, NC Service and other Defendants  
18 made various false misrepresentations to Plaintiff regarding the LOAN and induced Plaintiff to enter  
19 into the LOAN. NC Service assumed the responsibilities and duties owed to Plaintiff by  
20 purchasing/assuming the LOAN. National City, NC Service, and other Defendants are responsible  
21 for the false misrepresentations made by National City, NC Service, their predecessors and other  
22 Defendants herein. Defendants and each of them are successors in interest to National City, NC  
23 Service, to each other, and other responsible parties. All Defendants and each of them acted in  
24 concert with respect to defrauding Plaintiff.

#### 25 **Count 1**

#### 26 **(Against Defendant National City)**

27 65. Plaintiff is informed and believes that Defendants made various misrepresentations of  
28 material fact with respect to the LOAN, and induced Plaintiff to rely on said misrepresentations.

1 These misrepresentations were representations of material fact with respect to the period of the  
2 mortgages, the interest rates and other terms of the mortgages. The representations made to Plaintiff  
3 by Defendants were in fact false.

4 66. Plaintiff is informed and believes that all Defendants herein intended to induce  
5 Plaintiff's reliance on the facts misrepresented, and variously misinformed Plaintiff regarding the  
6 terms of the LOAN as alleged herein so that Plaintiff would enter into the financing agreements and  
7 so that they could cause Plaintiff to agree to the LOAN. National City, NC Service and other  
8 Defendants are successors in interest to Plaintiff's LOAN as alleged herein and each and all of them  
9 also intended to induce Plaintiff to accept the LOAN and to continue on with the fraudulent LOAN.

10 67. Defendants knew or should have known that the representations made in their  
11 correspondences were in violation of RESPA. Defendants knew or should have known that the  
12 representations made by Defendants in an attempt to convince Plaintiff to take out the LOAN were  
13 false.

14 68. In justifiable reliance on Defendants' and each of their various misrepresentations,  
15 Plaintiff did take out the LOAN on the Subject Property, Plaintiff is burdened with a higher interest  
16 rate, Plaintiff is burdened with a mortgage that did not pay off the debts as Defendants promised they  
17 would do, the period of Plaintiff's mortgage is longer than it should be, Plaintiff is now burdened with  
18 the unlawful LOAN and Plaintiff has suffered damages as a result.

19 69. At the time Defendants and their predecessors herein made the promises and  
20 representations to Plaintiff, Defendants and their predecessors herein had no intention of performing  
21 the promises.

22 70. The promises were made by Defendants and their predecessors with the intent to  
23 induce Plaintiff to take out the LOAN and take other actions so that Defendants and each of them  
24 could make their respective profits, commissions, yield spread premiums, sales quotas and gain other  
25 beneficial financial interests including but not limited to prepayment penalties, late payment  
26 penalties, surcharges and other fees.

27 71. Plaintiff, at the time these promises were made and at the time Plaintiff took the  
28 actions herein alleged, was ignorant of Defendants' secret intentions not to perform, ignorant of



1 Defendants' false representations stated herein, and Plaintiff could not, in the exercise of reasonable  
2 diligence, have discovered Defendants' secret intentions and false representations. In reliance on the  
3 promises of Defendants and their predecessors, Plaintiff signed various documents, ultimately ending  
4 up with the LOAN.

5 72. Defendants and their predecessors are reputable real estate companies doing business  
6 in California, and Plaintiff justifiably relied on their representations. Defendants and their  
7 predecessors are/were all real estate agents and other licensed professionals that worked for  
8 Defendants.

9 73. Plaintiff, at the time these representations were made by Defendants and their  
10 predecessors, and at the time Plaintiff took the actions herein alleged, was ignorant of the falsity of  
11 the misrepresentations and believed them to be true. In reliance on these representations, Plaintiff was  
12 induced to take out the LOAN, be burdened with fraudulent LOAN, and other actions. Had Plaintiff  
13 known the actual facts, Plaintiff would not have taken such action.

14 74. As a proximate result of the fraudulent conduct of Defendants as herein alleged,  
15 Plaintiff sustained damages, including monetary loss, medical expenses, emotional distress, loss of  
16 employment, loss of credit, loss of opportunities, attorney fees and costs, and other damages to be  
17 determined at trial. As a proximate result of Defendants' breach of duty and all other actions as  
18 alleged herein, Plaintiff has suffered severe emotional distress, mental anguish, harm, humiliation,  
19 embarrassment, and mental and physical pain and anguish, all to Plaintiff's damage in an amount to  
20 be established at trial.

21 75. The aforementioned conduct of Defendants was an intentional misrepresentation,  
22 deceit, or concealment of a material fact known to Defendants with the intention on the part of  
23 Defendants of thereby depriving Plaintiff of property or legal rights or otherwise causing injury, and  
24 was despicable conduct that subjected Plaintiff to a cruel and unjust hardship in conscious disregard  
25 of Plaintiff's rights, so as to justify an award of exemplary and punitive damages, as well as attorney  
26 fees and costs.

27 **Count 2**

28 **(Against Defendants NC Service and DOES)**

1           76. Defendants made various representations of material fact with respect to the LOAN,  
2 and induced Plaintiff to rely on said misrepresentations.

3           77. After the LOAN was transferred to NC Service, it threatened and/or initiated  
4 foreclosure proceedings against Plaintiff.

5           78. Defendants represented among other things that:

6               a. The LOAN was validly entered into and properly initiated free of unlawful or  
7 fraudulent inducements;

8               b. Defendants had proper authority to foreclose on the LOAN.

9           79. The representations made to Plaintiff by Defendants were in fact false.

10          80. Plaintiff is informed and believes that Defendants intended to induce Plaintiff's  
11 reliance on the facts misrepresented, and variously misinformed Plaintiff regarding the terms and  
12 validity of the LOAN as alleged herein.

13          81. Defendants knew or should have known that the representations made in its  
14 correspondences were in violation of state and federal law.

15          82. In justifiable reliance on Defendants' and each of their various misrepresentations,  
16 Plaintiff attempted to continue making payments on the LOAN, made payments or partial payments,  
17 spent substantial time attempting to contact and/or negotiate with Defendants as to possible  
18 modification and workout options, and endured the emotional hardship incident the threat of losing  
19 one's home.

20          83. Plaintiff, when confronted with the threat of foreclosure and at the time Plaintiff took  
21 the actions herein alleged, was ignorant of Defendants' inability to lawfully foreclose and its false  
22 representations stated herein. Plaintiff could not, in the exercise of reasonable diligence, have  
23 discovered Defendants' secret intentions and false representations. In reliance on the statements of  
24 Defendants and their predecessors, Plaintiff attempted to continue making payments on the LOAN to  
25 Plaintiff's detriment and Defendants' benefit.

26          84. At the time Defendants and their predecessors herein made the statements and  
27 representations to Plaintiff, Defendants and their predecessors could not lawfully perform; namely,  
28 Defendants lacked the legal authority to foreclose on the LOAN.

1           85.     The promises were made by Defendants and their predecessors with the intent to make  
2 their respective profits, commissions, sales quotas and gain other beneficial financial interests  
3 including but not limited to prepayment penalties, late payment penalties, surcharges and other fees.

4           86.     Defendants and their predecessors are reputable federally recognized financial  
5 companies doing business in California, and Plaintiff justifiably relied on their representations.  
6 Defendants and their predecessors are/were all financiers that worked for Defendants.

7           87.     Plaintiff, at the time these representations were made by Defendants and their  
8 predecessors, and at the time Plaintiff took the actions herein alleged, was ignorant of the falsity of  
9 the misrepresentations and believed them to be true. In reliance on these representations, Plaintiff  
10 was induced to continue making payments on the LOAN and initiate negotiations as to a modification  
11 on the LOAN. Had Plaintiff known the actual facts, Plaintiff would not have taken such action.

12           88.     As a proximate result of the fraudulent conduct of Defendants as herein alleged,  
13 Plaintiff sustained damages, including monetary loss, medical expenses, emotional distress, loss of  
14 employment, loss of credit, loss of opportunities, attorney fees and costs, and other damages to be  
15 determined at trial. As a proximate result of Defendants' breach of duty and all other actions as  
16 alleged herein, Plaintiff has suffered severe emotional distress, mental anguish, harm, humiliation,  
17 embarrassment, and mental and physical pain and anguish, all to Plaintiff's damage in an amount to  
18 be established at trial.

19           89.     The aforementioned conduct of Defendants was an intentional misrepresentation,  
20 deceit, or concealment of a material fact known to Defendants with the intention on the part of  
21 Defendants of thereby depriving Plaintiff of property or legal rights or otherwise causing injury, and  
22 was despicable conduct that subjected Plaintiff to a cruel and unjust hardship in conscious disregard  
23 of Plaintiff's rights, so as to justify an award of exemplary and punitive damages, as well as attorney  
24 fees and costs.

## 25                                   SIXTH CAUSE OF ACTION

### 26                                   RESCISSION

27           90.     Plaintiff incorporates by this reference each and every allegation contained in all  
28 foregoing paragraphs, as though set forth in full herein.

92. Plaintiff is informed and believes that Defendants do not have and cannot produce an original deed and an original note relating to the LOAN.

93. Plaintiff had a continuing right to rescind the transaction until the third business day after receiving both a proper and accurate cancellation rights notice and all “material” disclosures described in the preceding paragraph, pursuant to 15 U.S.C. § 1635(a) and Regulation Z § 226.23(a)(3), up to three years after consummation of the transaction.

94. Based on the violations of Defendants of 15 U.S.C. § 1635, Plaintiff suffered actual damages in an amount exceeding the jurisdictional minimum of this Court and to be determined at trial in the form of prepaid interest and charges delivered to and additional damages in the form of payments, interest, fees, and charges paid by Plaintiff on the LOAN. Plaintiff is entitled to additional relief under 15 U.S.C. § 1640 pursuant to 15 U.S.C. § 1635(g).

95. As a proximate result of the conduct of Defendants as herein alleged, Plaintiff sustained damages, including monetary loss, medical expenses, emotional distress, loss of employment, loss of credit, loss of opportunities, attorney fees and costs, and other damages to be determined at trial. As a proximate result of Defendants' breach of duty and all other actions as alleged herein, Plaintiff has suffered severe emotional distress, mental anguish, harm, humiliation, embarrassment, and mental and physical pain and anguish, all to Plaintiff's damage in an amount to be established at trial.

## QUASI CONTRACT

96. Plaintiff incorporates by this reference each and every allegation contained in all foregoing paragraphs, as though set forth in full herein.

97. Plaintiff is informed and believes that a contractual relationship exists between Plaintiff and NC Service because rights and obligations under the Note between Plaintiff and National City have been transferred from National City to other currently unidentified investors, and then to NC Service. Plaintiff is informed and believes that the current investors claiming to own the

1 Note have entered into a contractual relationship with NC Service conveying rights and assigning  
2 responsibilities relating to the note and to Plaintiff.

3 98. Alternatively, if no contractual chain establishes that a contractual relationship exists  
4 between Plaintiff and NC Service, Plaintiff is informed and believes that a quasi-contractual  
5 relationship exists between Plaintiff and NC Service because, among other things, NC Service has  
6 demanded that Plaintiff make payments to NC Service on the Note and NC Service has stated and  
7 implied that Plaintiff has a contractual obligation to pay NC Service. Plaintiff has requested  
8 information regarding the terms of the arrangement between NC Service and the actual owners of the  
9 Note but NC Service has failed and refused to provide the information. Plaintiff will seek leave to  
10 amend this pleading when the relevant information is obtained in discovery.

11 99. All Defendants received benefits from Plaintiff in the form of commissions, rebates,  
12 portions of payment streams, fees, charges or other compensation deriving from the original defective  
13 loan documents.

14 100. Plaintiff is informed and believes that NC Service has received fees, costs,  
15 commissions, payments, and/or other money.

16 101. Plaintiff is informed and believes that NC Service has received fees, costs,  
17 commissions, payments, and/or other money which each Defendant has unjustly retained.

18 102. Plaintiff alleges that Plaintiff paid fees, costs, commissions, payments, and/or other  
19 money to Defendants under the mistaken belief that Plaintiffshewas under a duty to do so to  
20 Plaintiffsher detriment, and as a result of the payment of such funds Plaintiff has suffered financially.

21 103. By their misrepresentations, omissions and other wrongful acts alleged heretofore,  
22 Defendants, and each of them, were unjustly enriched at the expense of Plaintiff, and Plaintiff was  
23 unjustly deprived, and is entitled to restitution.

#### 24 **EIGHTH CAUSE OF ACTION**

#### 25 **DETERMINATION OF VALIDITY OF LIEN**

26 104. Plaintiff incorporates by this reference each and every allegation contained in all  
27 foregoing paragraphs, as though set forth in full herein.

28 105. Plaintiff is informed and believes and alleges that the defective documentation, false

1 representations and/or fraud that induced Plaintiff to enter into the LOAN render the security interest  
2 invalid and unenforceable.

3 106. Plaintiff prays for a determination that the lien is void *ab initio*, and a declaratory  
4 order of the same.

5 107. Defendants' claim to Subject Property is adverse to Plaintiff's.

6 108. Because of the wrongful acts alleged herein, Defendants, and each of them, have  
7 forfeited any and all interest in the Subject Property.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment against Defendants and each of them as follows:

10 A. IF THIS COURT determines that Defendants violated TILA at the inception, then Plaintiff  
11 requests that this Court find that the alleged Note and Lien are invalid and order as follows:

- 12 1. For immediate cease and desist order enjoining all Defendants, and each of them, their  
13 agents, servants, heirs, DBAs, FKAs, corporate affiliates, subsidiaries, employees, and  
14 all persons or entities acting under, in concert with, or on their behalf in any capacity  
15 from selling or conveying or attempting to sell or convey any interest whatsoever that  
16 Plaintiff may have in the real property commonly known as 28750 Canyon Road,  
17 Valley Center, CA 92082 or relating to the LOAN.
- 18 2. For preliminary injunction and permanent injunction, enjoining all Defendants, and  
19 each of them, their agents, servants, heirs, DBAs, FKAs, corporate affiliates,  
20 subsidiaries, employees, and all persons or entities acting under, in concert with, or on  
21 their behalf in any capacity from selling or conveying or attempting to sell or convey  
22 any interest whatsoever that Plaintiff may have in the real property commonly known  
23 as 28750 Canyon Road, Valley Center, CA 92082, relating to the LOAN, which is  
24 presently unknown to Plaintiff;
- 25 3. That the deed of trust securing the Subject Property and securing the LOAN, be  
26 rescinded and Plaintiff's Deed of Trust immediately restored to Plaintiff;
- 27 4. That Plaintiff's credit standing be fully restored in relation to the LOAN;
- 28 5. That any and all Notice of Intent to Foreclose issued by any Defendants or agents of

Defendants relating to 28750 Canyon Road, Valley Center, CA 92082 be rescinded;

6. That title to the property commonly known as 28750 Canyon Road, Valley Center, CA 92082, be restored to Plaintiff in the name of "Annette Greetis"; and

7. That the LOAN be forgiven in their entirety;

B. IF THIS COURT determines that Plaintiff has a right to properly rescind the LOAN, then Plaintiff requests that this Court order:

8. That Plaintiff's credit standing be fully restored in relation to the LOAN;

9. That any and all Notice of Intent to Foreclose issued by any Defendants or agents of Defendants relating to 28750 Canyon Road, Valley Center, CA 92082 be rescinded;

10. That Defendants provide an accounting of all amounts charged to Plaintiff or paid by Plaintiff relating to the LOAN;

11. That Defendants promptly pay said amounts to Plaintiff;

12. That the LOAN and related notes be forgiven in their entirety; and

13. That Defendants receive and accept title to the Subject Property from Plaintiff.

C. Under all alternatives, Plaintiff prays:

14. That this Court grant judgment in favor of Plaintiff against all Defendants;

15. For all damages and remedies Plaintiff is entitled to recover under RESPA;

16. For all damages and remedies Plaintiff is entitled to recover under TILA;

17. For judgment that Plaintiff is entitled to compensation of the full value of the Subject Property;

18. For compensatory damages according to proof, including lost credit, lost earnings and other employee benefits, medical expenses, emotional distress, humiliation, mental anguish, and other compensatory damages;

19. For general damages according to proof;

20. For special damages according to proof;

21. For interest on damages according to proof;

22. For prejudgment interest on such damages as provided by law;

23. For attorney fees incurred by Plaintiff;

1           24.    For costs of suit incurred by Plaintiff; and

2           25.    For such other and further relief as the Court deems proper.

3  
4  
5   Dated: July 14, 2009

Quintana McConnin & Sarte LLP

6  
7   By:  \_\_\_\_\_

8           L. Quintana, Esq.

9           Attorney for Plaintiff

10          Annette Greetis



## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

ANETTE GREETIS

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

L. Quiintana, Esq., Telephone: (619) 231-6655  
450 B Street, Suite 1430, San Diego, CA 92101

## DEFENDANTS

Nation City Mortgage

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF COURT LAND INVOLVED.

Attorneys (If Known)

BY:

DEPUTY

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- |   |   |   |   |
|---|---|---|---|
| Citizen of This State                   | PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4 |
| Citizen of Another State                | PTF <input type="checkbox"/> 2 DEF <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | PTF <input type="checkbox"/> 5 DEF <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3 | Foreign Nation  | PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. 1601; 12 USC 2605

Brief description of cause:

Consumer mortgage-related RESPA and TILA violations

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
DEMAND \$ 470,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):


JUDGE

DOCKET NUMBER

DATE

07/14/2009

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

2989

AMOUNT

350

APPLYING IFP

JUDGE

MAG. JUDGE

al 7/14/09

Court Name: USDC California Southern  
Division: 3  
Receipt Number: CAS002989  
Cashier ID: sramirez  
Transaction Date: 07/14/2009  
Payer Name: QUINTANA LLP

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CIVIL FILING FEE  
For: GRETIS V. NC MORTGAGE  
Case/Party: D-CAS-3-09-CV-001502-001  
Amount: \$350.00

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CHECK  
Check/Money Order Num: 1009  
Amt Tendered: \$350.00

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Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

There will be a fee of \$45.00  
charged for any returned check.